

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June 21, 2006

Division: County Administrator

Bulk Item: Yes x No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING:

Approval of Consulting Agreement with TPC Governmental Consulting for continuing strategic governmental consulting services.

ITEM BACKGROUND:

This is the first extension term of this management agreement and shall be for one (1) year, commencing June 20, 2006, and terminating on June 19, 2007.

PREVIOUS RELEVANT BOCC ACTION:

Approval of previous contract.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: Not to exceed \$60,000. **BUDGETED:** Yes X No

COST TO COUNTY: Not to exceed \$60,000. **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes ☐ No ☒ AMOUNT PER MONTH _____ Year _____

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL: _____
(Thomas J. Willi)

DOCUMENTATION: Included x Not Required

DISPOSITION:	AGENDA ITEM #
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MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: TPC Government Contract #
Services Effective Date: 6/20/06
Expiration Date: 6/19/07

Contract Purpose/Description:
Lobbying services to enhance the County's representation in Tallahassee

Contract Manager: Connie Cyr 4443 County Administrator/Stop #1
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/21/06 Agenda Deadline: 6/6/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ Not to exceed Current Year Portion: \$
\$60,000.00
Budgeted? Yes ☒ No ☐ Account Codes: 00101-530310-
Grant: \$
County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
Risk Management	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>

Comments:

**RENEWAL OF
PROFESSIONAL SERVICES AGREEMENT**

This renewal of agreement is made and entered into this ____ day of _____, 2006, by and between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter COUNTY, and The Pfeiffer Company, a Florida corporation doing business as TPC Governmental Consulting, hereinafter TPC.

WHEREAS, the parties entered into an agreement on July 20, 2005, for lobbying and related services; and

WHEREAS, the parties desire to exercise the first of two one-year options to extend the agreement; now therefore,

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Section 1 of the agreement dated July 20, 2005, is hereby amended by adding the following:

“The first extension term of this management agreement shall be for one (1) year, commencing June 20, 2006, and terminating on June 19, 2007, unless terminated under the terms of the agreement or extended further.”

2. In all other respects the agreement entered into between the parties on July 20, 2005, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

TPC GOVERNMENTAL CONSULTING

By: _____
William R. Pfeiffer, Esq.

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
COUNTY ATTORNEY

Date

5/03/06

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of July, 2005, by and between The Monroe County Board of County Commissioners, (hereafter referred to as the County) and The Pfeiffer Company, a Florida corporation doing business as TPC Governmental Consulting, whose Federal Identification Number is 270112058 (hereinafter called "Lobbyist").

WHEREAS, it has been determined in the best interest of the County to obtain lobbying services to enhance the County's representation in Tallahassee; now therefore

IN CONSIDERATION OF the mutual promises and covenants of this Agreement, the Parties agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall begin on the date first above written, and shall end on July 19, 2006, subject to early termination as specified below. The County shall have an option to extend this agreement for two additional one-year terms upon the same terms and conditions, upon giving at least thirty days notice to the Lobbyist of its intention to exercise the option.

2. **SCOPE OF SERVICES**

The scope of services will include meeting with government officials and advocating the County's position in all aspects of County governance which is affected by State action, in both the legislative and executive branches of State government, , and participation in and facilitation of meetings between County officials and State officials on the subject of the Florida Keys. The scope will also include occasional meetings in the Florida Keys with County officials and staff to educate and/or strategize. Services shall only be provided as directed by the County Commission and communicated by the County Administrator or his designee, which communication may be in writing or orally transmitted. Lobbyist shall keep abreast of legislative and executive activities at the State level and keep County informed via communications to the County Administrator. Lobbyist may, from time to time, transmit to appropriate County officials such articles, analyses, and governmental announcements as Lobbyist deems relevant to the operations of County government.

3. **THE CONTRACT SUM**

The County shall pay to the Lobbyist, pursuant to the Florida Prompt Payment Act, upon receiving a proper invoice from the Lobbyist for the faithful performance of said service on an arrears basis. Invoicing shall be submitted in twelve monthly installments. Documentation in support of said invoice shall describe the services rendered during the month covered by the invoice. The total Contract price shall not exceed \$60,000.00, and is subject to annual appropriation by the County Commission. The cost of any travel authorized by

the County Administrator or his designee shall be reimbursed pursuant to rules and regulations governing travel reimbursement and shall be in addition to the Contract price.

4. **ASSIGNMENT/SUBCONTRACT**

The Lobbyist shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Lobbyist, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the Lobbyist.

5. **HOLD HARMLESS**

The Lobbyist covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Lobbyist or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Lobbyist or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Lobbyist's failure to purchase or maintain the required insurance, the Lobbyist shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Lobbyist is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

6. **INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Lobbyist is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Lobbyist or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

7. **ASSURANCE AGAINST DISCRIMINATION**

County and Lobbyist agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Lobbyist agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

8. **COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the Lobbyist shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written note of termination to the Lobbyist. The Lobbyist shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

9. **INSURANCE**

Lobbyist shall provide documentation of insurance coverage required for those individuals or firms that perform work for or on behalf of the County, as

specified in the Monroe County Risk Management Policy and Procedures Manual as follows:

A) General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

B) Recognizing that the work governed by this contract requires the use of vehicles, the Lobbyist, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person

\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as additional Insured on all policies issued to satisfy the above requirements.

C) Prior to the commencement of work governed by this contract, the Lobbyist shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Lobbyist shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Lobbyist has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Lobbyist's status. The Lobbyist may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Lobbyist's Excess Insurance Program.

If the Lobbyist participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Lobbyist may be required to submit updated financial statements from the fund upon request from the County.

10. **FUNDING AVAILABILITY**

In the event that funds are partially reduced or cannot be obtained or cannot be continued at a level sufficient to allow for the provision of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the Lobbyist. The Board shall not be obligated to pay for any services provided by the Lobbyist after the Lobbyist has received written notice of termination.

11. **PROFESSIONAL RESPONSIBILITY**

The Lobbyist warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The

Lobbyist shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided.

12. **NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

FOR COUNTY:
Thomas Willi
1100 Simonton Street
Key West, FL 33040

FOR LOBBYIST
William R. Pfeiffer, Esq.
PO Box 10528
Tallahassee, FL 32302

13. **EARLY TERMINATION**

A) In the event that the Lobbyist shall be found to be negligent in any aspect of completion of the Scope of Work, the County shall have the right to terminate this agreement after five days written notification to the Lobbyist.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party thirty days written notice of its intention to do so.

14. **GOVERNING LAWS/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the Agreement, the County and Lobbyist agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Lobbyist agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

15. **RECORDKEEPING**

Lobbyist shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Lobbyist pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Lobbyist shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Lobbyist.

16. **SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Lobbyist agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17. **ATTORNEY'S FEES AND COSTS**

The County and Lobbyist agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

18. **BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Lobbyist and their respective legal representatives, successors, and assigns.

19. **AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. **CLAIMS FOR FEDERAL OR STATE AID**

Lobbyist and County agree that each shall be, and is empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

21. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and Lobbyist agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after

the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

22. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Lobbyist agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Lobbyist specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

23. COVENANT OF NO INTEREST

County and Lobbyist covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

24. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

25. NO SOLICITATION/PAYMENT

The County and Lobbyist warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Lobbyist agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26. PUBLIC ACCESS

The County and Lobbyist shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and

made or received by the County and Lobbyist in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Lobbyist.

27. **NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Lobbyist in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

28. **PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

29. **LEGAL OBLIGATIONS AND RESPONSIBILITIES**

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

30. **NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Lobbyist agree that neither the County nor the Lobbyist or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of

individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

31. **ATTESTATIONS**

Lobbyist agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

32. **NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. **EXECUTION ON COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

34. **SECTION HEADINGS**

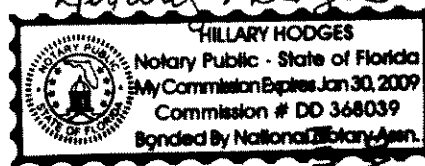
Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

TPC Governmental Consulting

By: _____

William R. Pfeiffer, Esq.



Attest: **DANNY L. KOLHAGE, CLERK**
COMMISSIONERS

BOARD OF COUNTY

OF MONROE COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Mayor Dixie Spehar

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: _____

7/19/05

FILED FOR RECORD

2005 OCT 12 AM 10:43